VIRGINIA EMPLOYMENT COMMISSION

MEMORANI	JUNI TO:	DATE	6/16/2006
Florida	North Carolina Reg	ion II Region V	
Texas	South Carolina Reg	on III Region VI	
Ohio	Puerto Rico Regi	on IV Other	
FROM:	Rural Services Manager Virginia Employment Commission P. O. Box 1358 Richmond, Virginia 23211		
SUBJECT:	Request for Extension of Clearance Order N	lo. <u>VA 5062720</u>	
Extension is	requested for the1cop(ies) of the c	rder which is/are attached,	
dated	6/19/2006 for 7 (No. of Openings)	FARMWORKER, DIVERSIF	FIED 407-687-010
to be sent to	the offices of your choice.	(Occupational Title	e and Code)
COMMENTS	E Please indicate below the action taken by y	our office.	braham
* * *	* * * * * * * * * *	(oignatai) * * * * * * * DAT	* * * * * *
The above re	quest has been reviewed and action taken as	indicated below:	
	ACCEPTEDLocation(s) to which	extend:	
	REJECTED Reason for Rejection	:	
	COMMENTS:		
Number of ac	Iditional copies required.		
		(signature	4

Agricultural and Food Processing Clearance Order Pedido de Empleados para Agricultura y Procesamiento de Alimentos

U.S. Department of Labor

Employment and Training Administration

 $\langle\!\langle \rangle\!\rangle$

O.M.B. Approval No. 1205-0134, Expires 06/30/2006

Employer # 5300	Т	Industry Code / Cód	igo de Ir	ndustria	T	Job Order	#/No. O	den d	e Empleo
Employer's Name and Address (Number, Street, City, State, Zip Code, and telephone number) Nombre y Dirección del Empleador (Número, calle, ciudad, código postal y teléfono)	j	1132				VA-	SOL	2	770
(Numbre y Briecoloff del Empleador (Numero, carre, ciddad, codigo postar y telefono)	ŀ	Occupational Title a		/Titulo (Ocupa				,
Edward B. Dellenback		Cocapational Title a	110 0000	, , , , , , , , , , , , , , , , , , , ,	Обира	oionai y oo	digo		
374 Letcher Lane		Farmworker Diver	sified						
Ararat, VA 24053		407.687-010							
(276) 251-5345	╎┝	Clearance Order Iss	ue Date	/Fecha	de Tra	mito:	, , ,		1 - 1
		Olearance Order 133	de Dale	GGIA	ue na	mile.	6	16	(Ob)
Location and Direction to Work Site / Dirección del lugar de trabajo		Job Order Expiration	Date / F	echa d	le expi	ración:	9/	11/0	6
374 Letcher Lane		6.Anticipated Period	of Empl	oyment	/ Perio	odo Anticipa	ado de Em	pleo	
Ararat, VA 24053		From/ Desde: 7/	24/2006		$\neg \top$	To / Hast	11/0	1/2006	
VA 775 toward Fancy Gap, turn left onto Chances Creek Rd, turn right onto US 52, turn left on Blue Ridge Pkwy, right on Twin Oak Rd, turn left to stay on Doe Run Rd., turn right onto Ararat Hwy, right on Letcher Lane		From Desde. 11	24/2000		I	107 nasi	a. 11/0	1/2000	
(see attachment / para más detalles vea 1	+	7. No. of Worker's Re	equested	d / No, d	de Trai	oajadores F	Pedidos	7	
3. Location and Description of Housing / Dirección y Descripción de la Vivienda	T	8. Anticipated Hours	of Work	per We	ek/H				
374 Letcher Lane	L	Anticipadas de Traba	ajo por S	emena			otal:	4()
Ararat, VA 24053	-	Sunday/Domingo			Ma	i dnesday/M	iercoles	7	
	-	Monday/Lunes	7		***	Thursday		- 7	
Mobile home, frame construction	ļ	Tuesday/Martes	7				Viemes	7	
	\vdash	rucoddynnaries				Saturday/		5	
	┢		···			Oddarday	Sabado	<u> </u>	
	H	9. Collect Calls Acce	pted/Se	Aceptai	n Llam	adas a Col	orar:		
		Employer/El Emple		Ye		Х		lo _	
(see attachment / para más detalles vea1)		Local Office/Oficina	Local	Ye	s		N	lo	Χ
4. Board Arrangements / Arreglo de Alojamiento									
In addition to providing free cooking and kitchen facilities, employer will provide transportation for workers to housing must be provided)	o aı	nd from a store at lea	st once	a week	for su	oplies (for v	vorkers for	whon	1
			(see at	tachme	nt / pa	ra más det	alles vea	1)
5. Referral Instructions / Instructiones para el Referimiento de Candidatos					·····				
The employer or agent agrees to interview referrals from all sources. Employer's agent agrees to interview a have been screened by such employment services for. 1. Availability for entire season 2. Have transportation to job site 3. Have been fully apprised by the local employment office of the terms, conditions and nature of e			by the _		_VEC.	, local or	by supply	states	who
			/		4/				
10. Job Specifications / Descripción del Trabajo [Summary of Material Job Specifications in ENGLISH must be	e in	cluded inside this bo	(see au	acninei	nt / pai	ra más deta	illes vea)
			-						
Workers will help to pull tobacco plants, set the plants in rows in fields and help cultivate tobacco prevent bruising or breaking plants. Workers will remove tops and pull mature leaves from tobac barns for curing. Workers will plant and harvest cabbage, hay and peppers. Workers will package	CCC	stalks by hand an	d place	leaves	s in tra	ailers for to	ransport 1	o tob	acco
		-	(See att	achmer	nt / nar	a más deta	lles ves	1	7
10 a. Descripción del Trabajo / Job Specifications [Summary of Material Job Specifications in SPANISH must	t be	included inside this	box]	uominei	it / pai	a mas dea	iics vea		
Trabajadores ayudaran a jalar(arrancar) plantas de tabaco, poner las plantas en filas en los carnpos y ayudar a cultivar tabaco cuando se necesite en trasplantar o replantar. Cuidado debe ser ejercido(usado) para evitar magulladura o rompimiento de plantas. Trabajadores descabezaran y arrancaran hojas desarrolladas del tallo(caña) de tabaco a mano y poner hojas en tráiler(remolque) para curación. Trabajadores plantaran y cosecharan repollo, chiles y heno. Los trabajadores empaquetaran y cargaran los productos. Trabajo en la operación de equipo se espera de los trabajadores.									
						-			
			(see atta	achmen		a más deta		1_)
					ETA	790 (Rev.	July 2004)	

11. Wage Rates, Special Pay Information	n and Deductions / Tarif	a de Pago, Informació	n Sobre Pago	s Especiales y Deducciónes (Rebaja	as)				
Crop Activities / Cultivos	Hourly Wage	Piece Rate /		Special Pay (bonus, etc.)	Deductions /	YES	1,10	Pay Perio	od
Crop Acavaces / Calavos	Salario por Hora	Pago por Pieza /	Unidad(es)	Pagos Especiales (Bono, ect.)	Deducciónes	SI	NO	Periodo de f	Pag
	\$	\$			Social		X	Weekly /	Γ
	\$	\$			Federal Tax		j	Semanal	L
Tobacco	8.51				Impuestos Federales		X		17
Cabbage	\$	\$			State Tax Impuestos			Bi-weekly /	Ė
Peppers		ĺ			Estatales		X	cada 2 sem.	
Hay	\$	\$			Meals (comidas)		X	1	
	\$	\$			Other (specify)/ Otro		x	Other / Otro	
More Details About the Pay/Más Detailes All work provided in this job order state minimum wage rate, whiche than the AEWR in effect at time o rate higher than the new AEWR. 12. Transportation Arrangements / Arreglo For workers who complete 50 per reasonable subsistence from the p 12 for expanded explantation.	r will be compensate ever is highest. In the of application, this low SEE ATTACHMEN os de Transportación (Focent of the work per	he event the DOL wer AEWR becom IT item 11 for expa Please explain) riod, the employer	promulgate nes the guar unded explai	s a new AEWR during the reci antee at the discretion of the e nation. see the worker for costs incurred employer to the place of employer	ruitment or contract employer unless the (see attachment / para d by the worker for oyment. SEE ATT	periodere is a más de transperiod	d which prevalentles vertation	h is lower ailing hourly yea 1 on and item	
13. Is it the prevailing practice to use Fam	n Labor Contractors (FL	.C) to recruit, superviso	e, transport, h	ouse, or pay workers for this (these)	see attachment / para crop activity(ies)? Es la	ı mas d a costur	letalles nbre er	vea Lel area de us	ar
Contratistas Agicolas para reclutar, supen have checked yes, what is the FLC wage	visar, transportar, dar vi for each activity?/Si cor	vienda, ó pagarle a los ntesto "Sí," cual es el s	s trabajadores salario que le	s en este/estos tipo(s) de cosecha(s) paga al Contratista AgrIcola para ca	//sembrado(s)? Yes/Si da actividad?		No	_ X f	you
Unemployment Insurance provided / S	•				Yes		No	X	1
5. Workers' compensation insurance prov	vided / Indemnización p	or accidente de trabajo	o:		Yes 🗶		No		
6. Are tools provided at no charge to the	workers? / ¿Se le prove	en las herramientas d	le trabajo a los	s trabajadores sin cargo alguno?	Yes 🗶		No		
17. List any arrangements which have bee arrangements, enter "None")/Indique todo nechas a los trabajadores. (Si no hay ning	acuerdo o convenio cor rún acuerdo o convenio,	n los propietarios del e , indique "Ninguno") (establecimiento	o o sus representantes con respecto	o al pago de una comisí	ón u oti	os ben	eficios por ven	ntas
 List any strike, work stoppage, slowdov Enumere todo huelga, paro o interrupción o 	de las operaciones por	parte de los empleado	os en el lugar o	ce where the workers will be employ de empleo. (Si no hay, indique "Ning	ed. (If there are no suc Juno") NONE	h incide	ents, en	ter "None")/	
 Address of Order Holding Office (includ Radicó la Oferta (incluya número de teléfor 		Dirección de la Oficina		20. Name of Local Office Represen del Representante de la Oficina Loc				ımber) / Nomb	re
VEC 165 Deer Run Rd Danville, VA 245	540			Lafe Lindse 434-791-529					
21. Employer's Certification: This job order Certificacion del Empleador: Esta orden de Employer's Signature & Title/ Firma y Titulo	de trabajo describe los t	terms and conditions of terminos y condiciones	of the employr s de trabajo y	ment being offered by me and contai contiene todos los materials, termin	ins all the material term us, y condiciones ofrec	idos.	<i>(</i>)		***************************************
EAD CAREFULLY: In view of the statutori	ily established hasic fun	2C/C	Our Service as	ner	Date:	G	list	06	
eekers, neither the ETA nor the State ager r recruited upon by the One-Stop Career C EASE CUIDADOSAMENTE; En vista de s abajadores que buscan empleo, ni ETA ni ampoco, ninguna orden de trabajo aceptado	ncies are guarantors of t Center constitute a contr su función básica establ i las agencias del estado	the accuracy or truth-for actual job offer to which lecida estatutariament o pueden garantizar la	ullness of info ch the One-St te el Servicio d verdad y cert	mation contained on job orders sub op Career Center, ETA or a State ao de Empleo es un intercambio gratis eza de la información contenida en	mitted by employers. N gency is in any way a pa de trabajo para juntar a la Orden de Trabajo so	lor does arty. a los em metida	s any jo noleado	b order accept	ted

Public reporting burden for the ETA Form 790 is estimated to be approximately 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and reviewing the collection. Respondents obligagation to reply to these requrements are mandatory by 20 CFR 653.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Comments regarding this burden estimate or any other aspect of this collection, including suggestions for reducing the burden can be sent to the U.S. Department of Labor, Office of Workforce Investment, Room S-4321, Washington, D.C. 20210 (Paperwork Reduction Project 1205-0134).

<u>Item 3.</u> Location and description of housing

Housing is provided at no cost only to non-commuting workers. "Non-commuting workers" are defined as those workers who are not reasonably able to travel to the work site from their permanent place of residence, and return, each work day. Housing will be provided to workers only. No person who is not an employee and has not been assigned housing will be permitted to occupy the housing.

No tenancy in such housing is created. Employer retains possession and control of the housing premises at all times and worker, if provided housing under the terms of this work agreement, shall vacate the housing promptly upon termination of employment with the employer who provides the housing.

Directions to housing: Ararat Hwy in Patrick County, 25 miles west of Stuart, VA

Housing will be clean and in compliance with applicable federal housing standards or local rental housing standards when made available for occupancy. Workers occupying the housing will be responsible for maintaining the housing and their living quarters in a neat, clean manner and in compliance with Work Rules which will be provided upon hiring and are attached hereto and incorporated by reference in this Application. Failure to comply with these rules will result in disciplinary action as described in the Work Rules. Reasonable repair costs of damage other than that caused by normal wear and tear will be deducted from the earnings of workers found to have been responsible for willful or negligent damage to housing or furnishings. Workers will assign to employer-provided housing by a designated company manager and must occupy the quarters assigned to them. Women workers will be provided with sleeping facilities shared with other female workers and segregated toilet facilities. Dining and other common area will be shared or separate cooking facilities will be provided.

<u>Item 4.</u> Board arrangements

In addition to providing free cooking and kitchen facilities, employer will provide free transportation for workers to and from a store at least once a week for supplies (for workers for whom housing must be provided).

Item 5. Referrals

Referrals of individuals shall be made through the order holding office of the Virginia Employment Commission in order to ascertain current employment, crop or housing information and to enable proper arrangements to be made. It will be the responsibility of the "applicant holding office" to inform job seekers of the terms and conditions of this clearance order. The "applicant holding office" after coordinating the referral with the order holding office will contact the employer's agent or the employer directly and advise the agent or employer of the referral or referrals. When possible, a translator will be made available. Interviews, either in person or by telephone, will be conducted by the employer's agent during the hours of 9:00 AM

to 4:00 PM, Monday through Friday. Employer's agent will interview the person during the above mentioned hours if necessary. Employer's agent to be contacted first at the following address and phone number. If unavailable, contact employer directly during the same hours.

MAS Labor H-2A, LLC. P.O. Box 507 Lovingston, VA 22949 434-263-4300/434-263-4700 (fax)

Order holding office:

Virginia Employment Commission 165 Deer Run Road Danville, VA 24540 434-791-5291

Employer's agent agrees to interview all US workers referred by the State Employment Services, local or by supply states who have been screened by such employment services for:

- 1. Availability for entire season
- 2. Have transportation to job site
- 3. Have been fully apprised by the local employment office of the terms, conditions and nature of employment

Item 7 Number/Type of Workers

Workers must possess documentation required to enable employer to comply with the employment verification requirements of IRCA. Accurate completion of Form I-9 will be required of each worker within (3) days of employment pursuant to U.S. law. All workers hired under this job order must demonstrate eligibility to work legally in the U.S. Refer to the back of Form I-9 for documents acceptable for purposes of establishing employment eligibility. After hiring, employer may verify legitimacy of social security numbers through Employment Verification System (EVS) for workers who have not been employed by him in previous years.

Workers should bring with them documents verifying their legal right to work in the U.S. at the time of employment. Valid eligibility documents will be necessary to complete payroll tax withholding and I-9 forms.

Item 8. Work Week

The work day is from 7:00 AM until 3:00 PM Monday through Friday and 7:00 AM until 12 noon on Saturday, with an unpaid lunch break (7 hours/day and 5/day on Saturday). The worker may be requested, but not required, to work as much as 12 hours per day and/or on the Sabbath, depending on weather and other conditions. Extreme heat, cold or drought may affect working hours.

Employer will offer 40 hours/week, weather and crop conditions permitting. Worker will report to work at designated time and place as directed by employer each day.

Item 10. Job Specifications

Jobs offered are work on a diversified crop farm handling both manual and machine tasks associated with commodity production and harvest activities. Workers must be able to perform manual as well as mechanized activities with accuracy and efficiency.

Crops grown on the farm include tobacco, cabbage, peppers, and hay Workers will transplant produce plants, cultivate and weed as needed. Workers will transplant produce plants, cultivate and weed as needed. Workers will pick produce as it ripens. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants. Workers will transplant plants, lay plastic and drip tape, remove plastic from fields, cultivate and weed as needed. Workers must also stake/tie plants. Workers will trellis and prune plants. Workers will palletize and shrink wrap cabbage. Workers will pick vegetables as they ripen. Considerable stooping and kneeling is required. Care must be taken to prevent damaging produce and plants.

Work is to be done in the field for long periods of time. Workers are expected to perform duties including boxing, weighing and loading of produce. Workers may assist in loading trucks with packaged produce weighing from 50 to 60 pounds and lifting to a height of 5 feet.

Tobacco: Workers will plant, cultivate and harvest tobacco. Workers will help prepare tobacco to be placed in barns and with loading and unloading tobacco barns. When tobacco is removed from the curing board, workers will be expected to assist each other by placing tobacco on sheets to be bound in bundles weighing from 150 to 250 pounds and loaded in trucks for transport.

Performs a variety of manual tasks associated with grain and hay crops production. Help with irrigation, clean and maintain equipment, help load grain and seed, assist with mowing, cutting and baling hay, work in fields, clean around barns. Upon occasion workers may be required to dig ditches and install water lines to sheds, barns, stock tanks and other structures on the farm.

In addition to transplanting and harvesting the produce, workers may be required to perform variable tasks relating to produce production such as the following: irrigation, ditching, shoveling, hoeing, hauling, ground preparation, weeding and other tasks related to general farming.

Work may also include mechanized field work using power equipment. By way of example and not limitation power equipment may include tractors, planters, sprayers, cultivators and other farm and packing house equipment. Workers will be expected to be able to operate agricultural equipment with or without direction.

Workers should be able to work on their feet in bent positions for long periods of time. Allergies to ragweed, goldenrod, insect spray, related chemicals, etc. may affect workers' ability to perform the job. Workers should be physically able to do the work required with or without reasonable accommodations.

Workers are exposed to wet weather early in the morning through the heat of the day, working in fields. Temperatures may range from 10 to 100 F. Workers may be required to work during occasional showers not severe enough to stop field operations.

Employer assures that workers will be provided free transportation from living quarters to work site every day (for workers who must be provided housing.)

Employer will accept any worker or workers who are capable of performing the work. Employer is willing to train workers for a period not to exceed 3 days (24 working hours). Persons seeking employment under the provisions of this job order should be available for the entire period requested by the employer. All terms and conditions included in the job order will apply equally to all workers, domestic and foreign, specifically employed according to the provisions of this job order.

Employer retains the right to discharge an obviously unqualified worker, malingerer or recalcitrant worker who is physically able but does not demonstrate the willingness to perform the work necessary for the employer to grow a premium quality product. (See also Attachment 2, General Conditions).

All terms and conditions included in the job order will apply equally to all workers, domestic and foreign, employed under this job order.

Item 11. Wage Rates/Pay Information

Workers are paid weekly. All general production work provided in this job order will be paid by the hour the current AEWR of \$8.51/hour, or at the prevailing wage rate as determined by the Virginia Employment Commission, or the legal federal or state minimum wage rate, whichever is highest. In the event the DOL promulgates a new AEWR during the recruitment or contract period which is lower than the AEWR in effect at time of application, this lower AEWR becomes the guarantee at the discretion of the employer unless there is a prevailing hourly rate higher than the new AEWR.

The employer guarantees to offer the workers employment for at least ¾ of the work days of the total period during which the work order and all extensions thereof are in effect, beginning with the first work day after the arrival of the workers at the place of employment and ending on the termination date specified in the work order or its extension, if any. If the employer offers the worker during such period less employment than required under this provision, the worker will be paid the amount he/she would have earned had he/she, in fact, worked for the guaranteed number of days. Employee will perform other duties related to this/these crop activities and other tasks required in operating a farm.

If, before the expiration date specified in the work order, the service of the workers is no longer required for reasons beyond the control of the employer due to fire, or other Acts of God, such as frost, flood, drought, hail, etc. which makes the fulfillment of the contract impossible, and the RA so certifies, the employer may terminate the work order and return the worker to the place

from which the worker, without intervening employment, came to work for the employer at the expense of the employer.

Employer will provide without charge all tools, supplies and equipment necessary to perform duties assigned.

Unless the employer has amended the date of need no less than ten (10) working days prior to the date of need through notice to the order holding office, the employer will guarantee one week's wages to all workers subject to this order beginning with the anticipated start date.

If the worker voluntarily abandons employment before the end of the job order period or is terminated for job related reasons or misconduct, the employer will not be responsible for providing or paying return transportation and subsistence expenses of the worker.

Employer agrees to maintain adequate and accurate payroll records. The employer will furnish to each worker on payday an itemized accounting of earnings and of all legal and authorized deductions. FICA and FUTA deductions will be made for individual workers as applicable.

Employer will provide workers' compensation at no cost to workers covering injury and disease arising out of and in the course of worker's employment. Proof of worker's compensation insurance will be provided to Regional Administrator prior to certification date.

Item 12. Transportation

For workers who complete 50 percent of the work period, the employer will reimburse the worker for costs incurred by the worker for transportation and reasonable subsistence from the place from which the worker came to work for the employer to the place of employment. Subsistence will be in accordance with current rates published in the *Federal Register* (for workers with and without receipts.) The amount of the reimbusement for transportation shall be the worker's actual cost, but no more than the most economical and reasonable similar common carrier transportation charges for the distance involved.

If the worker completes the period of employment, the employer will provide or pay for the worker's transportation and reasonable subsistence from the place of employment to the place from which the worker came to work for the employer, except when the worker has accepted subsequent employment with another employer who agrees to accept the return transportation costs, in which case this employer only pays for the transportation to the next job.

For the purposes of the above requirements the "period of employment" shall be the period from the first workday the worker is at the employer's farm and is ready, willing, able and eligible to work until the anticipated ending day of employment in Item 6.

Reimbursement of inbound and return transportation costs applies only to persons recruited from outside normal commuting distance (to and from their permanent place of residence each day; see page one). Return transportation will not be provided to workers who voluntarily abandon employment before the end of employment period or who are terminated for cause.

The employer will provide transportation at no cost to the worker from the employer provided housing to the worksite and return on a daily basis. Such transportation shall be in accordance with applicable laws and regulations. The use of this transportation is voluntary; no worker will be required as a condition of employment to utilize the transportation and subsistence if applicable.

If the services of the worker are no longer required for reasons beyond the control of the employer due to fire or other acts of God such as frosts, flood, drought, hail or the like which makes fulfillment of the work period impossible and Regional Administrator so certifies, the employer will provide reimbursement for transportation and daily subsistence from the place of recruitment for covered employees.

Exemption from 50% Rule

The employer requests an exemption from the 50% rule under 655.103(e). It did not, during the las calendar year, use more than 500 'man-days' of agricultural labor as defined in Section 3 (u) of the Fair Labor Standards Act of 1938 (29 USC 203 [u]). The employer is not a member of an association which has applied for a temporary alien agricultural labor certification under this subpart for its members, and has not otherwise associated with other employers who are applying for H-2A workers under this subpart.

Assurances

The employer agrees to abide by the regulations at 20 CFR 655.103 and 20 CFR 653.501.

Workers Compensation Insurance

Carrier: Virginia Farm Bureau

Policy: WC 6102429

Attachment 2 to ETA 79b-Page 1

General Conditions

To be hired for employment under this job order, the worker must be able, willing and qualified and be available at time and place needed to perform the work described in this job order.

The worker understands that if he quits or is terminated for cause prior to the end of the period of employment he will not receive certain transportation reimbursement discussed under Item 12 and may not be eligible for rehire in future years.

Employer may terminate the worker for lawful job-related reasons and so notify the Job Service local office if the worker (a) abandons the employment; three consecutive workdays of unexcused absence shall be an abandonment of employment; employee must notify the employer and secure permission for necessary absences; (b) malingers or otherwise refuses without justified cause to perform as directed the work for which the worker was recruited and hired; (c) commits serious act(s) of misconduct or serious or repeated violation(s) of the employer's work rules; the employer may make and post work rules which shall apply to this employment; the worker shall abide by such rules (a copy of general rules is attached); (d) fails after completing the allowable training period to perform in a workmanlike manner to enable the employer to produce and sell a premium quality product; (e) provides other lawful job-related reasons for termination of employment.

This work agreement shall also be terminated by reason of fire, hurricane, frost, flood, drought, hail, other acts of God or other calamity or reason beyond the employer's control to make fulfillment of this work agreement impossible. "Reason beyond employer's control" includes termination of worker, if he is not a US worker because a US worker makes himself available for the job under DOL 50% rule.

A copy of the Agricultural Work Agreement and Work Rules will be provided to the worker no later than the date work commences.

EMPLOYER'S STATEMENT PURSUANT TO 20 CFR SECTION 655.101 (a) (2)

The undersigned employer, pursuant to 20 CFR Section 655.101 (a) (2), does hereby authorize the MAS Labor H2A, to act as my agent and on my behalf for the purpose of signing and filing an Application for Temporary Alien Agricultural Labor Certification and to do any and all other acts necessary to pursue and obtain such Certification. My said agent is specifically authorized to make hiring commitments on my behalf, provided however, that my said agent is specifically not authorized to hire, pay, fire, supervise or otherwise control the work of any employee.

As the employer, I assume full responsibility for the accuracy of the Application, for all representation made by my said agent on my behalf, and for the compliance with all regulatory and other legal requirements.

EMPLOYER SIGNATURE:	Edward &	Dellenback	DATE:
_			

MAS Labor H2A, does hereby certify that it is acting only as agent for the above employer with respect to its Temporary Alien Agricultural Labor Certification Application. MAS Labor H2A, is neither the employer nor a joint employer of the workers requested, and the individual employer above, retains the full power to hire, pay, fire, supervise and otherwise control the work of all workers requested through the Employment Service, except to the extent that MAS Labor H2A, has been specifically authorized to make hiring commitments on behalf of the employer.

MAS Labor H2A, agent	611	
By:	ZW	DATE: Glislog
I	Elizabeth D. Whitley	

We expect the total number of workers the employer will use in the occupation of
this/these crop activities to be
certification is requested and the balance will be US workers. These numbers are
estimates only as total workforce needs are dependent upon weather, crop conditions and
worker availability.

Elizabeth D. Whitley MAS Labor H2A, LLC

WORK RULES

Although not intended to be a complete list, these work rules are intended to provide guidance to workers of standards of conduct expected of them.

Notice is provided that violation of lawful job-related employer requirements, including these work rules, will be considered grounds for immediate termination of a worker's employment. Penalties such as suspension from work opportunity for the remainder of a day to three days may be made in the case of less serious violations.

Workers are expected to comply with all rules relating to discipline, attendance, work quality and effort, and the care and maintenance of all property provided to them by the employer.

- 1. Workers who perform sloppy work may be suspended without pay for the remainder of a workday or for up to three days in the sole judgement of their supervisor, depending on the degree of infraction, the worker's prior record and other relevant factors. Discharge of the worker may result from any subsequent offense.
- 2. No use or possession of beer, liquor or illegal drugs is permitted during work time or during any workday before work is completed for the day (such as during meals); workers may not report for work under the influence of beer, liquor or illegal drugs. Employees may be terminated for excessive use of alcohol, drunk and/or disorderly conduct in housing after hours. Illegal drugs may not be used, sold, manufactured or kept on any employer premises, including housing. Employer will test for drugs upon suspicion of use.
- 3. Excessive absences will not be permitted. This is regular, everyday work for which employees are expected to be present, able and willing to perform every scheduled workday. This is not sporadic or "day work." Excessive or repeated tardiness is not acceptable. Any absence from work must be reported by 7AM. Three days' absence will constitute abandonment of employment and worker will be terminated.
- 4. Workers shall maintain any living quarters provided to them clean and in good repair, given reasonable wear and tear. Workers shall cooperate in maintaining common kitchen and living areas. No pets of any kind are permitted.
- 5. All posters required by federal and state law will be posted at each camp. They are not to be removed, defaced, or altered in any way. Workers who wish copies may ask their supervisor.
- 6. All housing must be locked each morning before leaving for work. Lights and unnecessary heat should be turned off; doors and windows closed in event of rain and when heat is turned on.
- 7. Workers living in employer's housing assigned to bunk beds may not separate bunk beds, as floor space in sleeping rooms is needed by all occupants.
- 8. Workers living in employer's housing may not cook in sleeping rooms or any other non-kitchen areas. Employer furnishes cooking facilities and equipment.
- 9. Workers may not drop paper, cans, bottles and other trash in fields, work areas, or on housing premises. Trash and waste receptacles must be used.
- 10. Workers may not take unauthorized breaks from work.
- 11. Workers may not leave the field or other assigned work area without permission of employer or person in charge.

- 12. Workers may not enter employer's premises without authorization.
- 13. Workers may not begin work prior to scheduled starting time or continue working after stopping time.
- 14. Workers living in employer's housing may not entertain guests in housing premises after 10:30 p.m. except on Saturday night on which night guest hours end at 12:00 midnight. No persons, other than workers assigned by employer to a room, may sleep in any room.
- 15. Workers may not deliberately restrict production, damage plants or bruise fruit.
- 16. Any worker who physically threatens another worker, the employer or any supervisor with any tool or weapon will be subject to immediate discharge.
- 17. Any worker who is found carrying, using or possessing any dangerous or deadly weapon will be subject to immediate discharge.
- 18. Workers will be discharged for fighting on the employer's premises, including housing premises, at any time.
- 19. Workers will be discharged if they steal from fellow workers or the employer.
- 20. Workers will not falsify identification, personnel, medical, production or other work-related records.
- 21. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools, or other property belonging to the employer or to other employees.
- 22. Workers may not use or operate trucks or other vehicles, machines, tools or other equipment and property to which the worker has not been specifically assigned by his supervisor. Workers may not use or operate trucks or other vehicles, tools or other equipment or property for their personal use unless expressly authorized by the employer.
- 23. Workers must not misuse or remove from the farm premises without authorization any employer-owned property.
- 24. Workers must obey all safety rules and common safety practices and must report any injuries or accidents promptly to their supervisor or the employer's office.
- 25. Workers must follow supervisor's instructions. Insubordination is cause for dismissal.
- 26. Except as otherwise noted above, employees who violate work rules will be disciplined according to the following schedule:

First offense:

oral warning and correction

Second offense: written warning and unpaid leave for balance of pay

immediate discharge with written fact statement. Employee will be

asked to sign written fact statement.

NORMAS DE TRABAJO

Aunque no es la intención de que esta sea una lista completa, estas normas de trabajo tienen la intención de servirles de guía a los trabajadores en cuanto a la conducta que se espera de ellos.

Se les notifica que cualquier violación de los requisitos legítimos relacionados al trabajo que tenga el patrón, incluyendo estas normas de trabajo, serán consideradas como motivo para despedir al trabajador inmediatamente, sanciones, tales como suspensión de oportunidades de trabajo por el resto del día o hasta tres días a la vez, pueden llevarse a cabo en el caso de violaciones menos graves.

Se espera que los trabajadores cumplan con todas las normas relacionadas a disciplina, asistencia al trabajo, calidad de trabajo y esfuerzo, y el cuidado y mantenimiento de toda la propiedad que el patrón le provea.

- Cualquier trabajador que haga mal trabajo podrá ser suspendido sin pago por el resto del día
 de trabajo o por hasta tres días según la decisión de su supervisor, dependiendo del grado de
 la infracción, antecedentes de trabajo del trabajador y otros factores pertinentes. Despido del
 trabajador podría resultar de cualquier ofensa posterior.
- 2. No se permite ningún uso o posesión de cerveza, licor, o drogas ilegales durante el tiempo de trabajo o durante cualquier día de trabajo antes de que se haya terminado el trabajo (tal como durante las horas de comida); los trabajadores no deben reportarse al trabajo mientras estén bajo la influencia de cerveza, licor o drogas ilegales. Los empleados pueden ser despedidos por uso excesivo de alcohol, embriaguez y/o conducta indisciplinada en la vivienda después de las horas de trabajo. Drogas ilegales no se pueden usar, vender, fabricar o guardar en ninguna propiedad del patrón, incluyendo las viviendas.
- 3. No se permitirán ausencias excesivas. Este es trabajo regular, de todos los días, en el cual se espera que todos los empleados estén presentes, capaces y dispuestos a trabajar todos los días de trabajo. Este no es trabajo esporádico ni "a jornal." Tardanzas excesivas o repetidas no serán permitidas. Cualquier ausencia del trabajo debe ser reportada antes de las 7 A.M. Tres días de ausencia significa abandono del empleo y el trabajador será terminado(perderá el empleo).
- 4. Los trabajadores deben mantener limpias y en buen estado las áreas de vivienda que se les provean, teniendo en cuenta lo que sea desgaste razonable. Los trabajadores deben cooperar con los otros trabajadores asignados a sus áreas de vivienda en el mantenimiento de las áreas de cocina y vivienda. No se permiten animales(mascotas) de ninguna clase.
- 5. Todos los carteles requeridos por las leyes federales y estatales estarán fijados en cada vivienda. No se pueden quitar, desfigurar o modificar de ninguna manera. Los trabajadores que quieran copias se las pueden pedir al capataz(supervisor).
- 6. Todas las viviendas deben ser cerradas con llave cada mañana antes de ir al trabajo. Las luces y calefacción que no sean necesarias deben ser apagadas; las puertas y ventanas cerradas en caso de lluvia, y para preservar la calefacción.
- 7. Los trabajadores que vivan en viviendas con literas no las pueden desmontar ya que el espacio del piso es necesario para todos los ocupantes.
- 8. Los trabajadores que viven en las viviendas del patrón no pueden cocinar en los dormitorios o en cualquiera otra área que no sea la cocina. El patrón proveerá los aparatos y artículos para cocinar.
- 9. Los trabajadores no deben tirar papeles, latas, botellas ni otra basura en los campos, el área de trabajo, ni en el área de vivienda. Se deben usar los recipientes para basura y desperdicios.

- 10. Los trabajadores no deben tomar descansos no autorizados durante horas de trabajo.
- 11. Los trabajadores no deben salir del campo u otra área de trabajo asignada sin permiso del patrón o de la persona encargada.
- 12. Los trabajadores no deben entrar a la propiedad del patrón sin autorización.
- 13. Los trabajadores no deben comenzar a trabajar antes de la hora asignada, ni continuar trabajando después de la hora de terminar.
- 14. Los trabajadores que viven en las viviendas del patrón no deben tener visita después de las 10:30 p.m. excepto los sábados por la noche cuando las horas de visita terminan a medianoche. Nadie, fuera de los trabajadores asignados a un dormitorio por el patrón, debe dormir en los dormitorios.
- 15. Los trabajadores no deben limitar la producción a propósito, dañar la fruta excesivamente o intencionalmente..
- 16. Cualquier trabajador que amenace físicamente a otro trabajador, al patrón o al supervisor con cualquier herramienta o arma será despedido inmediatamente.
- 17. Cualquier trabajador que se descubra que lleve, use o tenga en su posesión cualquier arma peligrosa será despedido inmediatamente.
- 18. Los trabajadores podrán ser despedidos por cualquier pelea que tengan en la propiedad del patrón, incluyendo el área de vivienda, a cualquier hora.
- 19. Cualquier trabajador que le robe a otro trabajador o al patrón será despedido.
- 20. Los trabajadores no deben falsificar documentos de identificación, personal, médicos, de producción, ni otros documentos relacionados al trabajo.
- 21. Los trabajadores no deben intencionalmente abusar o destruir cualquier maquinaria, camión u otro vehículo, equipo, herramientas u otra propiedad del patrón o de otros empleados.
- 22. Los trabajadores no deben operar o usar camiones ni otros vehículos, maquinas, herramientas o otro equipo si no se les ha sido asignado específicamente por su supervisor. Los trabajadores no deben usar u operar camiones ni otros vehículos, herramientas u otro equipo o propiedad para su uso personal a menos que hayan sido expresamente autorizados por el patrón.
- 23. Los trabajadores no deben maltratar ni remover del área de la finca, sin autorización de su supervisor, ninguna propiedad del patrón.
- 24. Los trabajadores deben obedecer todas las normas de seguridad y las practicas de seguridad comunes y deben reportar cualquier herida o accidente inmediatamente a su supervisor o a la oficina del patrón.
- 25. Los trabajadores deben obedecer las instrucciones del supervisor. Insubordinación es causa para el despido.

26. Los trabajadores que violen las normas de trabajo serán disciplinados de la siguiente manera:

Primera ofensa:

aviso oral y corrección

Segunda ofensa:

aviso por escrito y resto del día sin paga

Tercera ofensa:

despido inmediato con detalle de los hechos por escrito. Se le

pedirá al trabajador que firme los hechos por escrito.

State Agency V.E.C	Agencia Estatal
SUMMARY OF EMPLOYMENT CONDITIONS SF. FIED ON JOB ORDER	SUMARIO DE LAS CONDICIONES DE EMPLEO QUE SON ESPECIFICADAS EN LA ORDEN DE TRABAJO
1. Order Number: VA -5062720	1. Numero de la Orden:
2. Name of Employer: L-dward Decuenback	2. Nombre del Empleador:
3. Location of Employer and Directions: PATRICK LO VA - STURET RT 103 to ARREST Howy to Lurches LN.	3. Lugar y Direccion del Empleador:
MEALANT UN 24053	-
4. Period of Employment: From 7-24-06 To 1/-/-16	4. Periodo de Empleo: Del Al
5. Work Schedule: Hours per day 746 Days per week	5. Horario del Trabajo: Horas por dia Numero de dias por semana
Hourly Unit of Piece Hourly Crop Wage Production Rate Wage Inhage St Penha Un 851 Captage Hourly Bonus: 47	Sueldo por Unidad de Pago por Cosecha Hora Produccion Unidad Calculo Anticipado del Sueldo por Hora Pago Adicional:
Regular: Cultivarce, howvest, Store, Pork, innigate Alternate tasks and pay during first week in case of crop delay (see item 12) Canaal form work of monthshee	Normales: Labores alternativas y pago por la primera semana en caso de demora en la cosecha (vease punto numbero 12):

3. Transportation provided:	8. Transportacion Proveida:
yes // no //	si // no //
9. Housing can accomodate number of people	9. Viviendas disponibles para persona
individual / family / /	individuos / / familias / /
10. Meals:	10. Comidas Proveidas:
Provided: yes // no ///	si // no //
If yes: Cost per day	Si son proveidas, el costo por dia sera
Workers must do their own cooking	Los trabajadores tienen que cocinar sus comidas
yes 📈 no 🖊	si // no //
11. Deductions:	11. Deducciones:
Type Amount	<u>Clase</u> <u>Cantidad</u>
Social Security XXX	Seguro Social XXX
Income Tax XXX	Impuestos Sobre Ingresos XXX
Meals	Comidas
Transportation	Transportacion
Tools & Equipment	Herramientas y Maquinarias
Crewleader charges	Sumas Cobradas por el
	Contratista de Trabaja- dores Agricolas
12. NOTES TO WORKER	12. NOTAS PARA EL TRABAJADOR
A copy of the full job order is available for inspection in this office.	Una copia de la orden completa esta disponi en esta officina para su inspeccion.
The employer has guaranteed your first week's wages unless he notifies the Job Service of a later starting date by 1-10-00. In order for you to be eligible for this guarantee, you must contact the Job Service office at	El empleador ha garantizado el pago cor su primera semana de empleo, a menos que el notifique al Servicio de Empleos que la feci de comenzar a trabajar sera atrasada, y que tal notificacion sea a mas tardar el
VA. Emproyment Commission 145 Deep Ron Ref Donwille, VA 24546	derecho a esta garantia de pago, tendra que comunicarse con la Officina del Servicio de Empleos en el
during the period of 7-10-06 /7-15-04 Any Job Service office will against you in doing this. 434-791-5291 LAPE LINDSEY-FPS	durante el periodo del al

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Alcoholics Anonymous	638-817	5 COMPLIATED	Diio	American Heart Assn:	
Center for Substance Abuse	Treatment (CSAT)	GUNSUMER I	EDUCATION &	C.D.C. National AIDS Ho	804-527-01
National Drug and Alcoho	Treatment		COTION	Toll Free (24 hrs)	
Referral Hotline 80	0-662-HELP (4357)	· PROIE	CTION	SIDA (In Spanish)	800-342-243
(TDD)	800-228-0427	U.S. Consumer Product	7	Text Telephone (TDD)	800-344-743
Community Memorial Pavili	000-220-042/	Safety Commission	4.000.000.000		
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None	1-800-972-0050	1 0		Martinsville/I	
Narcotics Anonymous	1 -800-777- 1 515		804-786-204	2 Martinsville/E	Henry Co. 638-23
National Clearinghouse for A	lcohol and	EMPLOYMEN'	TONNICEDNIC	HOSDICE MA	atrick Co. 694-318
Drug Information	1-800-729-6686	COUNCELING	1 COMPEUMS	HOSPICE-Memorial Hospi TEL-MED	
Patrick Henry Drug &		CODIASCHIACI I HVIVI	NG/PLACEMENT		632-973
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SPCA Animal House	1 x 11 x 77 x 77	Training 632-644	2 or 1 -800-468-4571	Handicapped	703-857-712
Martingrilla Hanne C. C.		VA Dept Rehabilitation	2 01 1-800-408-45/1	DEAF & HEARING IMPAIR	RED _.
Martinsville-Henry Co. Societ		. Services		Social Security Information	
Prevention of Cruelty to Anim	als 632-054 8		632-7161	for hearing impaired	1-800-325-0778
CHAMPEDS OF C	ONNATION	VA Dept. Visually Handica	pped 857-7122	VA Dept. for Deaf &	
CHAMBERS OF C	DIVIDICACE	VA Employment Commissi	ion	Hard of Hearing	1-800-552-7917
Martinsville-Henry Co.		Job Service	632-3270	Hospitals	
Chamber of Commerce, Inc.		Unemployment Insurance	622 2274	(Also see YELLOW PAGES - H	[ospitals]
115 Broad St., P.O. Box 709		EMPLOYEE ASSISTANCE	CE PROGRAMS	Memorial Hospitals of Martin	nsville
Martinsville, VA. 24114-0709	632-6401	Solutions Employee Assista	псе	& Henry Co.	
Patrick Co. Chamber of Commo	63Z-64U I	Programs	1-540-728-2515	General Infor	mation 666-7200
P.O. Box 577, Stuart, VA 24171		or Toll Free	1-877-880 4207	Patient Infor	mation acc Tion
1.0. Box 3/7, Stuart, VA 241/1	694-6012	ENVIRONMENTAL CON	CEDNIC	Patrick Community Hospital,	Inc.
CHILDREN AND	VALITU	Clean Community of	CEU142		Stuart 694.9600
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Anchor House	C24 2004	for the Children	638 ₋ 4673	MENTAL RETARDATION	·
CONTACT - Teenline	634-2901 N	Mental Health Assoc Sitizens Against Family Viole	638-7801 632-87.01	Development Center	• — —
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Patrick Henry Drug &	E E	lealth Dept. Ma		Retardation Services	632-1640
Alcohol Council	632-6318		misvine/Henry Co	HOTLINES AND	Chicic Trans
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HTU DEVELOPMENT	638-3242	FINANCIAL ASS	ICTABIOES	Domestic Violence Hotline	632-8701
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OCUS	632-7575		syille 656-5250	(Mon-Fri 10am to 10pm)	800-243-7889
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Salvation Army

COMMUNITY SERVICES

HOTLINES AND CRISIS NUMBERS - cont'd

DOMESTIC VIOLENCE

Child Abuse Hotline 1-800-552-7096 Child Abuse & Neglect 694-3328

Child Protective Services

Henry Co. 634-4750 Martinsville 656-5200 Patrick Co. 694-3328

POISON CONTROL

666-7237 Memorial Hospital ER

Poison Control Center

Charlottesville 1-800-451-1428 RUNAWAYS/MISSING CHILDREN

Vational Runaway Switchboard

1-800-621-4000

Sexually Transmitted

1-800-227-8922 Disease

/anished Children's

1-800-VANISHED (826-4743)

HUNTING & FISHING

)ept. of Game and Inland Fisheries 4010 W. Broad St.

Richmond, VA 23230

804-367-1000

INFORMATION & REFERRAL

ONTACT

Roanoke 1-800-533-5501 632-7295

EPARTMENT OF PROFESSIONAL AND CCUPATIONAL REGULATION

3600 West Broad Street Richmond, Virginia 23230-4917

804-367-8500

www.state.va.us/dpor

BI-Richmond 804-261-1044 trick Co. Office on Youth 694-3553

638-7801 ental Health

itizens Against Violence S. Secret Service

Richmond 804-771-2274 Roanoke 7032345-4301

nited Way Martinsville 638-3946 Information & Referral Center 1-800-230-6977

REGNANCY

mily Life Services 638-2311 /artinsville/Henry Co. Health L

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L Dept. Rights f Disabled

Lawyer Referral

1-800-552-7977 ervice LIBRARIES

LICENSING & REGISTRATION

BIRTH & DEATH CERTIFICATES

Division of Vital Statistics

P.O. Box 1000

Richmond, VA 23208 804-225-5000 DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

3600 West Broad Street

Richmond, Virginia 23230-4917

804-367-8500

www.state.va.us/dpor DOG LICENSES

Treasurer's Office

Henry Co. 634-4675

Martinsville 656-5242 Patrick Co. 694-7257

DRIVERS LICENSES & PERMITS

VA Dept. of Motor Vehicles

Martinsville 632-7145

Stuart 694-6113

MARRIAGE LICENSES

Circuit Court & County Clerk's Office

Henry Co. 634-4880 Martinsville 656-5000 Patrick Co. 694-7213

NEWSPAPERS

Bull Mountain Bugle P.O. Box 308, Stuart, VA 24171 694-7117 The Enterprise, Inc.

P.O. Box 348, Stuart, VA 24171 694-3101 The Martinsville Bulletin

204 Broad St.

Martinsville, VA 24112 638-8801

RADIO STATIONS

WFIC	647-1530
WHEE	632-9811
WHEO	694-3114
WMVA-AM	632-2152

SENIOR CITIZENS

Adult Day Care Center of Marins	ville and Henry Co.
433 Commonwealth Blvd.	
Martinsville, VA 24112	666-9400
Henry Co. Senior Services	
Henry Co. Administration Bld.	
eoffinsville, VA 24078	634 4644
Martin's ville Senior Center	Miles and S. De 200 Digities
21 Moss St.	656-5260
Southern Area Agency On Agin	
433 Commonwealth Blvd	Chromosom and advantage of the con-
Mariinsville, VA 24142	632-6442

Internal Ref

1-800-829-F0RM (3676) Information &

STATE

Commissioner of Revenue

Henry Co. 634-4690 Martinsville 656-5000

call toll free 1-800-468-4571

TELEVISION STATIONS

Adelphia Customer Care Center 800-835-4949

TIME, TEMPERATURE & WEATHER

Time

632-2002

Weather

957-3784

TRANSPORTATION

Blue Ridge Airport Rt. 698 P.O. Box 160 Spencer, VA 24165

957-2291

Piedmont Triad Int'l Airport

P.O. Box 35005

Greensboro, NC 27425 910-665-5666 Roanoke Regional Airport

5202 Aviation Dr.

Roanoke, VA 24012 362-1999

ELECTRIC

Appalachian Power Co.

Fieldale 627-1200 Stuart 694-3776

656-5000

City of Martinsville GAS

Southwestern VA Gas Co.

208 Lester St.

632-5662 Martinsville, VA 24112

WATER

Henry Co. 634-2500 Martinsville 656-5000 Patrick Co. 694-3811

632-8170 American Legion 910-333-5366 Greensboro Veterans Center Veterans Affairs, Regional Office Roanoke, VA

Blue Ridge Nursing Center of Martinsville	
& Henry County	638-8701
Citizens Against Family Violence	632-8701
CONTACT	632-7295
FOCUS	632-7575
Habitat of Martins, ille and	÷
Henry County Housing	638-9014
Hospice of Memorial Hospital	
of Marons ville & Henry Co.	666-7469
Martinsville Ostomy Support Group	666-78 1 5
****	956-2277
Memori l'Hospital Volunteers	666-7481
Mental Health	638-7801
Patrick Co-Office On Youth	694-3553
Rescue Squads of Henry County	
70 4 5 3 10 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	

638-3946 United Way

& Martinsville

Stanleytown Healthcare Center of

Salvation Army.

Henry Co. 634-4697 Martinsville 656-5000

634-4664

647-7497

540-629-1772